

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

COPY

Application of: Johnson, Tracy
For : TRAVELING PET BED
U.S. Serial No.: 10/800,446
Filed: March 15, 2004
Group Art Unit: 3644
Examiner: Abbott, Yvonne R.

MAIL STOP AF
Commissioner for Patents
P.O. Box 1450
Arlington, VA 22313-1450

CERTIFICATE OF MAILING

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on

March 14, 2005
Linda Cuccia
Name: Linda Cuccia

AMENDMENT B AFTER FINAL REJECTION UNDER 37 C.F.R. 1.116

Dear Sir:

In response to the Office Action dated January 12, 2005, please enter the following amendments and consider the following remarks:

Amendments to the Specification begin at page 2 of this paper.

Amendments to the Claims and the listing of claims begin on page 3 of this paper.

Remarks begin on page 7 of this paper.

IN THE SPECIFICATION

Replace amended paragraph 18 with the following:

An upstanding wall 21 is formed on three of the edges (the periphery) of lower panel 13 and is approximately the same width or height as medial panel 15. Upstanding wall 21 provides a partial enclosure over approximately half of pet bed 11 in the open position. This [As illustrated,] upstanding wall 21 [is sufficiently rigid to]provides a wall or vertical surface (in the open position of Figures 2, 3, and 4) against which a pet may rest its head or “curl up.” Additionally, upstanding wall 21 cooperates with lower panel 13, medial panel 15, and upper panel 17 in the closed position to define an enclosure in which items may be stored and transported. Such items may include pet food dishes, chew toys, and other pet accessories.

IN THE CLAIMS

This listing of claims will replace all prior versions, and listings, of claims in the application.

(Currently Amended) 1. A portable pet bed comprising:

a generally laminar panel at least partially covered on one side with material adapted to be comfortable to a pet lying on the laminar panel;

a hinge formed in the laminar panel and dividing the panel into first and second portions on each side of the hinge, wherein the first and second portions can be folded toward one another into a closed position;

an [generally rigid] upstanding wall extending along a periphery of one of the portions of the laminar panel and proximal the hinge, wherein, in an open position, the upstanding wall encloses only the portion of the panel from which it extends and, in the closed position, the first and second portions of the panel and the upstanding wall define an enclosure in which items may be transported;

at least one closure for securing the first and second portions of the panel in the closed position; and

a handle for transporting the pet bed with the panels in the closed position.

(Original) 2. The portable pet bed according to claim 1, wherein the panel is rigid and generally rectangular.

(Original) 3. The portable pet bed according to claim 1, wherein the panel is covered on the one side with fleece that is selectively removable from the panel.

(Original) 4. The portable pet bed according to claim 1, wherein the closure comprises a zipper.

(Currently Amended) 5. A portable pet bed comprising:
a first panel having a periphery;
a second panel of generally the same size as the first panel;
a hinge member coupling the first and second panels, wherein the first panel and second panel can be folded toward one another into a closed position;
an [generally rigid] upstanding wall extending along the periphery of the first panel, wherein, in the closed position, the first and second panels and the upstanding wall define an enclosure in which items may be transported and, in an open position, the first and second panels lie in a generally coplanar relationship and only the first panel is bounded by the upstanding wall;
at least one closure for securing the first and second panels in the closed position;
and
a handle for transporting the pet bed with the panels in the closed position.

(Previously Amended) 6. The portable pet bed according to claim 5, wherein each of the first and second panels is rigid and generally rectangular and has a pair of long edges and a pair of short edges.

(Previously Amended) 7. The portable pet bed according to claim 6, wherein the hinge member connects one long edge of the first panel to one long edge of the second panel.

(Original) 8. The portable pet bed according to claim 7, wherein the upstanding wall extends along the long edge of the first panel opposite the hinge member and along the two short edges of the first panel.

(Previously Amended) 9. The portable pet bed according to claim 7, wherein the handle is disposed on the portion of the upstanding wall extending along the long edge of the first panel.

(Previously Amended) 10. The portable pet bed according to claim 7, wherein the closure comprises a zipper disposed between the edge of the second panel and the upstanding wall.

(Original) 11. The portable pet bed according to claim 5, wherein the panels are covered on one side with fleece that is selectively removable from the panel.

(Currently Amended) 12. A portable pet bed comprising:
an upper generally rigid and laminar rectangular panel;
a lower generally rigid and laminar rectangular panel;
a medial rigid and laminar rectangular panel ;
an [generally rigid] upstanding wall extending about three of the sides of the lower panel at the edges thereof, the upstanding wall having a height approximately equal to the width of the medial panel;

a pair of hinges, each hinge connecting a long edge of the medial panel to long edges of the upper and lower panels, wherein the upper and lower panels are movable about the hinges from an open position in which the upper and lower panels are generally coplanar with the medial panel, and a closed position in which the upper panel abuts the upstanding wall and an enclosure is defined within the upstanding wall, upper panel, lower panel, and medial panel;

a closure for securing the panels in the closed position; and

a handle for transporting the pet bed in the closed position.

(Original) 13. The pet bed according to claim 12, wherein the upper, lower, and medial panels are covered on one side with a fabric material adapted to provided a comfortable surface for the pet to lie upon when the pet bed is in the open position.

(Original) 14. The pet bed according to claim 12, wherein the closure is a zipper that secures the periphery of the upper panel to the periphery of the upstanding wall.

(Original) 15. The portable pet bed according to claim 13, wherein the fabric material is fleece that is selectively removable from the panel.

REMARKS

Claims 1 through 15 are pending in the application. Claims 1, 5, and 12 are hereby amended as is the Specification to eliminate the alleged new matter. Claims 10 and 14 are indicated allowable. Applicant is grateful for the early indication of allowability.

Claims 1, 2, 4, 5, and 9 are rejected as anticipated under 35 U.S.C. § 102 by *Walker*. Claims 6 through 8, 12, and 13 are rejected under 35 U.S.C. § 103 as obvious over *Walker* in view of *Moore*. In view of the amendments and the following discussion of the scope and content of *Walker*, the rejection is hereby traversed. The amendments remove the new matter rejection and should be entered as they place the application in better condition for appeal. See 37 C. F. R. § 1.116 and M.P.E.P. § 706.07. Applicant respectfully submits that Examiner has misconstrued the scope and content of *Walker*, as discussed below.

All independent claims (and therefore all pending claims) specify the “upstanding wall.”¹ The claimed upstanding wall, which encloses three sides of one of the large (“first” and “second”) panels, provides a vertical or near-vertical surface against which a pet can “curl up.” At the same time, only a portion of the pet bed is partially enclosed by the upstanding wall to permit flexibility (both in the pet's choice to be against or away from the upstanding wall and to prevent the size limitation that is inherent in surrounding the entire pet bed with an upstanding wall). This feature is not disclosed, taught, or suggested by the prior art of record.

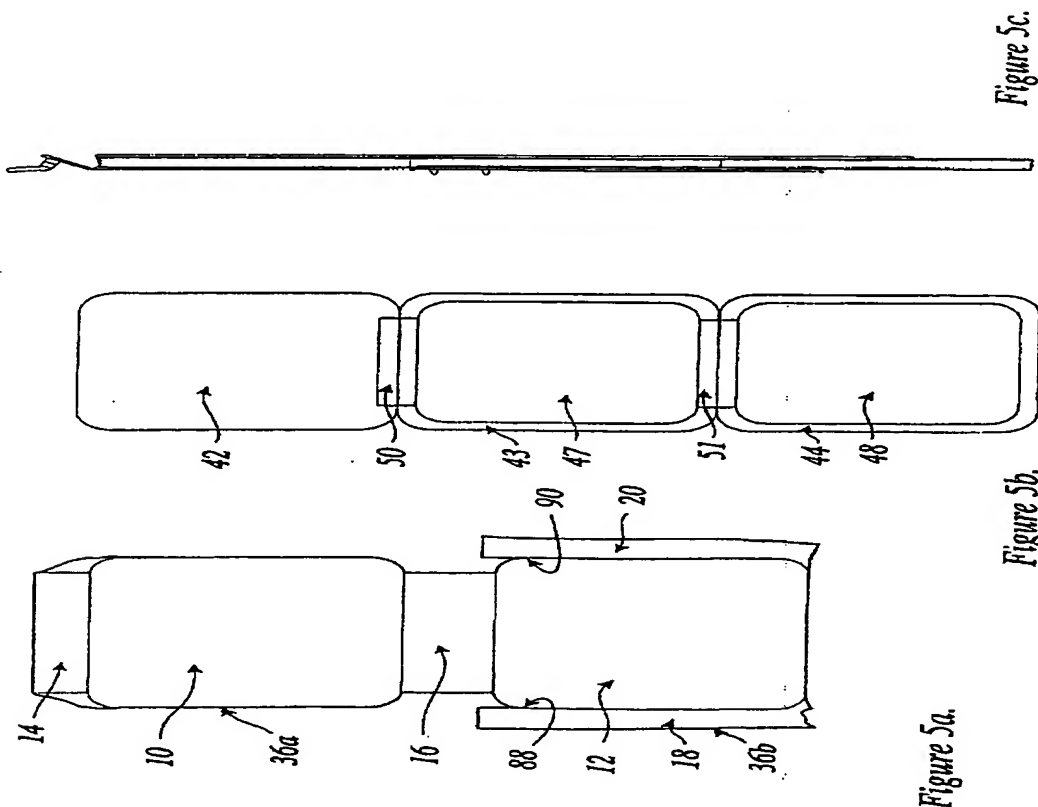
Walker discloses two embodiments of a bedding apparatus for humans. The embodiment of Figures 1 through 4b is “soft-sided,” wherein “bottom face 16, top face 14, and side faces 18 and 20, or the respective portions thereof, ***are intended to collapse underneath or alongside the cushioned bedding assembly 6.***” See *Walker*, Col. 4, ll. 26

¹ Which, as the Examiner points out, may be made upstanding in a number of ways, none of which are disclosed or suggested by *Walker*.

through 29 (emphasis added). Clearly then, the wall 18 is collapsible and not “upstanding” in the open position, as shown in Figure 3 of *Walker*.

Applicant respectfully submits that this portion of *Walker* cannot anticipate the claimed “upstanding wall.” If a pet were to curl up against wall 18, it would collapse as disclosed by *Walker*.

As the Examiner notes, *Walker* also discloses a “hard-sided” embodiment. See Col. 5, ll. 63 - 65 and Col. 6, ll. 1 - 17. Even in this embodiment, *Walker* does not disclose that walls 14, 18, and 20 are in any way capable of being “upstanding” in the open position. Only panels 10, 12, and 16 are disclosed to be rigid. *Id.* Indeed, Figure 5c, which depicts the “hard-sided” embodiment in the open or “lying flat” position, shows no upstanding wall at all. The only conclusion that can be drawn is that walls 14, 18, and 20 (Figure 5a) are either collapsible (soft-sided) or lie flat even if they are rigid, as is illustrated in Figures 5a through 5c, as reproduced here (note that Figure 5c shows panels 14, 18, and 20 lying flat or almost flat, but certainly not upstanding):



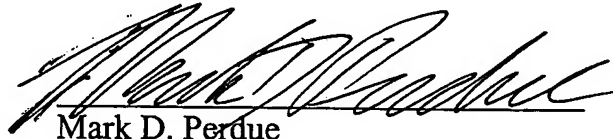
Thus, *Walker* completely fails to disclose, teach or suggest an upstanding wall as claimed. *Walker*, then, cannot anticipate any claim of the present application. Indeed, *Walker* suggests and teaches that all sidewalls, whether hard or soft, should be collapsible rather than upstanding, as claimed. *Walker*, then, cannot form the basis for an obviousness rejection under § 103. Neither *Moore* nor any of the other prior art of record disclose, teach, or suggest the upstanding wall enclosing only a portion of the pet bed in an open position, as claimed. Accordingly, Applicant submits that the rejections are improper and may not stand.

In view of the foregoing, Applicant respectfully submits that all claims are in condition for allowance and respectfully solicits the same.

Applicant has now made an earnest attempt to place this application in condition for allowance, or in better condition for appeal. Therefore, Applicant respectfully requests, for the reasons set forth herein and for other reasons clearly apparent, allowance of all pending claims so that the application may be passed to issue. If the Examiner has any questions or desires clarification of any sort, or deems that any further amendment is desirable to place this application in condition for allowance, the Examiner is invited to telephone the undersigned at the number listed below.

Applicant believes no fee is due for the filing of this amendment and response. If this is incorrect, the Commissioner is hereby authorized to charge any fee or credit any overpayment to Deposit Account No. 50-2180.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mark D. Perdue', is written over a horizontal line.

Mark D. Perdue

Reg. No. 36,890

Storm LLP

Bank of America Plaza

901 Main Street, Suite 7100

Dallas, TX 75202

Telephone: (214) 347-4708

Fax: (214) 347-4799

ATTORNEY FOR APPLICANT